UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PATRICIA ESPEJO,
Plaintiff,

-against-

BIOMED REALTY TRUST AND LOUGHLIN PERSONNEL,

Defendants.

07 CV 1035 (CLB) (GAY)

DEFENDANT LOUGHLIN PERSONNEL'S ANSWER TO *PRO SE* PLAINTIFF'S AMENDED COMPLAINT AND DEFENDANT BIOMED'S CROSS-CLAIM

Defendant Loughlin Personnel (hereinafter "Defendant Loughlin"), by and through its undersigned attorneys, Greenwald Doherty LLP, hereby files its Answer to the Amended Complaint of Plaintiff dated August 1, 2007 (hereinafter the "Second Amended Complaint"), as well as its Answer to the Cross-Claim of Defendant BioMed Realty Trust (hereinafter "Defendant BioMed"), as follows:

1. Plaintiff's Second Amended Complaint does not contain enumerated paragraphs. With respect to allegations and/or assertions solely concerning Plaintiff's employment with Defendant BioMed, Defendant Loughlin lacks sufficient information to either admit or deny those allegations. With respect to allegations and/or assertions concerning and/or referencing Defendant Loughlin, Defendant Loughlin denies those allegations, except admits the following:

a. Loughlin Personnel conducted an initial interview with Plaintiff.

b. Loughlin Personnel referred Plaintiff to BioMed, although the decision to retain Plaintiff was made solely by BioMed.

c. Loughlin Personnel informed Plaintiff that the assignment with BioMed could be temporary to permanent, should BioMed decide to retain her on a permanent basis.

AFFIRMATIVE DEFENSES

As And for a First Affirmative Defense

Plaintiff's Amended Complaint fails to state a claim against Defendant, in whole or part, upon which relief can be granted.

As And for a Second Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations.

As And for a Third Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by Plaintiff's failure to comply with and/or exhaust administrative pre-requisites to suit.

As And for a Fourth Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by Plaintiff's failure to comply with and/or exhaust administrative requirements and pre-requisites under Title VII.

As And for an Fifth Affirmative Defense

The Court lacks subject-matter jurisdiction due to Plaintiff's failure to comply with and/or exhaust her administrative remedies, and to comply with jurisdictional prerequisites.

As And for a Sixth Affirmative Defense

Defendant Loughlin was not an employer pursuant to the federal and/or state laws upon which the Plaintiff bases her claims, and, thus, Defendant Loughlin cannot be held liable.

As And for a Seventh Affirmative Defense

Upon information and belief, Plaintiff has failed to mitigate her damages.

As And for a Eighth Affirmative Defense

Plaintiff's claims are barred by the equitable doctrines of estoppel, laches, waiver and/or unclean hands.

As And for a Ninth Affirmative Defense

Plaintiff's claims are barred, in whole or in part, because Defendant acted in good faith and did not violate any rights that may be secured to Plaintiff under any Federal, State or local laws, rules or regulations.

As And for a Tenth Affirmative Defense

Plaintiff's claims are barred, in whole or in part, because Plaintiff is not entitled, in whole or in part, to the damages sought in her Second Amended Complaint.

As And for a Eleventh Affirmative Defense

Defendant took no adverse employment action(s) against Plaintiff.

As And for a Twelfth Affirmative Defense

Defendant had legitimate, non-discriminatory business reasons for any actions and decisions concerning Plaintiff.

As And For a Thirteenth Affirmative Defense

All damages Plaintiff may recover, in whole or in part, must be borne by Defendant BioMed.

As And For a Fourteenth Affirmative Defense

Defendant is entitled to contribution and indemnification from Defendant BioMed.

WHEREFORE, Defendant requests that the Plaintiff's Second Amended Complaint be dismissed and Defendant be reimbursed its costs and attorneys' fees expended in the defense of this matter, as well as such other and further relief as this Court deems just and proper.

AS FOR DEFENDANT LOUGHLIN'S ANSWER TO THE CROSS-CLAIM ASSERTED BY DEFENDANT BIOMED

Defendant Loughlin reasserts and re-avers all prior responses and affirmative defenses set forth herein.

2. Defendant Loughlin Personnel lacks sufficient information to either admit or deny the allegations in Paragraph 15 of Defendant BioMed's Cross-Claim.

3. Defendant Loughlin admits the allegations in Paragraph 16 of Defendant BioMed's Cross-Claim.

4. Defendant Loughlin denies the allegations in Paragraph 17 as stated, except admits that BioMed requested candidates for a position at its Tarrytown office.

5. Defendant Loughlin denies the allegations in Paragraph 18 of Defendant BioMed's Cross-Claim.

6. Defendant Loughlin denies the allegations in Paragraph 19 as stated, except admits that BioMed interviewed certain candidates referred to BioMed by Loughlin, including Plaintiff.

7. Defendant Loughlin denies the allegations in Paragraph 20 of Defendant BioMed's Cross-Claim.

8. Defendant Loughlin denies the allegations in Paragraph 21 as stated, except admits that Loughlin entered into an agreement with BioMed dated August 2, 2005, and refers to the document's recitation of the terms and conditions stated therein.

9. Defendant Loughlin denies the allegations in Paragraph 22 of Defendant BioMed's Cross-Claim.

10. Defendant Loughlin lacks sufficient information to admit or deny the allegations in paragraph 23, but denies all allegations to the extent they pertain to Defendant Loughlin.

11. Defendant Loughlin denies the allegations in Paragraph 24 as stated, except admits that upon information and belief, Plaintiff's last date of employment at BioMed was January 13, 2006.

12. Paragraph 25 does not allege any facts and therefore no responsive pleading is required. To the extent that Paragraph 25 alleges any facts, Defendant Loughlin denies each and every allegation in Paragraph 25 of Defendant BioMed's Cross-Claim.

13. Paragraph 26 does not allege any facts for which a responsive pleading is required. To the extent that Paragraph 26 alleges any facts, Defendant Loughlin denies each and every allegation in Paragraph 26 of Defendant BioMed's Cross-Claim.

14. Paragraph 27 does not allege any facts for which a responsive pleading is required. To the extent that Paragraph 27 alleges any facts, Defendant Loughlin denies each and every allegation in Paragraph 27 of Defendant BioMed's Cross-Claim.

15. To the extent that Paragraph 28 alleges any facts, Defendant Loughlin denies each and every allegation in Paragraph 28 of Defendant BioMed's Cross-Claim.

WHEREFORE, Defendant Loughlin requests that the Defendant BioMed's Cross-claim be dismissed and Defendant Loughlin be reimbursed its costs and attorneys' fees expended in the defense of the cross-claim, as well as such other and further relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES TO CROSS-CLAIM

As And for a First Affirmative Defense

Defendant BioMed's cross-claim fails to state a claim against Defendant Loughlin, in whole or part, upon which relief can be granted.

As And for a Second Affirmative Defense

Defendant BioMed's cross-claim is barred, in whole or in part, by the applicable statutes of limitations.

As And for a Third Affirmative Defense

Defendant BioMed's cross-claim is barred, in whole or in part, by Title VII.

As And for a Fourth Affirmative Defense

The Court lacks subject-matter jurisdiction over Defendant BioMed's cross-claim due to failure to comply with and/or exhaust her administrative remedies, and to comply with jurisdictional prerequisites.

As And for a Fifth Affirmative Defense

Defendant Loughlin was not an employer pursuant to the federal and/or state laws upon which the Plaintiff bases her claims, and, thus, Defendant Loughlin cannot be held liable by Defendant BioMed.

As And for a Sixth Affirmative Defense

Defendant BioMed's cross-claim is barred by the equitable doctrines of estoppel, laches, waiver and/or unclean hands.

As And for a Seventh Affirmative Defense

Defendant BioMed's cross-claim is barred, in whole or in part, because Defendant Loughlin acted in good faith and did not violate any rights that may be secured to Plaintiff under any Federal, State or local laws, rules or regulations.

As And for an Eighth Affirmative Defense

Defendant BioMed's cross-claim is barred, in whole or in part, because it is not entitled, in whole or in part, to the damages and/or contribution sought.

As And for a Ninth Affirmative Defense

Defendant Loughlin took no adverse employment action(s) against Plaintiff.

As And for a Tenth Affirmative Defense

Defendant had legitimate, non-discriminatory business reasons for any actions and decisions concerning Plaintiff.

As And for an Eleventh Affirmative Defense

All damages Plaintiff may recover must be borne, in whole or in part, by Defendant BioMed.

As And For a Twelfth Affirmative Defense

Defendant Loughlin is entitled to contribution and indemnification from Defendant BioMed.

WHEREFORE, Defendant Loughlin respectfully requests judgment

(a) Dismissing Plaintiff's Second Amended Complaint in its entirety, with prejudice;

(b) Dismissing Defendant BioMed's Cross-claim in its entirety, with prejudice; and

(c) Such other and further relief as this Court may deem just and proper including costs and disbursements and reasonable attorneys' fees incurred by Defendant Loughlin in defending this action pursuant to 42 U.S.C. §2000e-5(k).

Dated: February 8, 2008
New City, New York

GREENWALD DOHERTY LLC

By:
/s/
Todd J. Krakower, Esq. (TK 4586)
Attorneys for Defendants
151 North Main St., 4th Floor
P.O. Box 490
New City, New York 10956
(845) 638-1943

To: LOCKSLEY O. WADE, ESQ.
Law Office of Locksley O. Wade, LLC
Attorney for Plaintiff Patricia Espejo
15 West 39th Street, 3rd Floor
New York, NY 10018

KEANE & BEANE, P.C.
Stephanie L. Burns, Esq. (SB 3467)
Attorney for Defendant BioMed Realty Trust
445 Hamilton Avenue, 15th Floor
White Plains NY 10601
(914) 946-4777